

DECLARATION

AS BELOW-NAMED INVENTORS, WE declare that:

Our residence, post office address and citizenship are as stated next to our names.
We believe that we are the original, first, and sole inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

TITLE: HOPPED MALT BEVERAGE HAVING ENHANCED LIGHT STABILITY

the specification of which was filed on September 17, 1999, and give U.S. application number 09/397,934.

We state that we have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56. We furthermore acknowledge, in the case of any application filed pursuant to Title 35, United States Code, § 120 (and which discloses and claims subject matter in addition to that disclosed in the prior copending application), the duty to disclose all information known to the persons to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56, which information became available between the filing date of the prior application and the national or PCT international filing date of the subject Title 35, United States Code, § 120 application.

We claim foreign priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent or inventors' certificate listed below and have also identified below any foreign application for patent or inventors' certificate having a filing date before that of the application on which priority is claimed:

| None | (Application Number) | (Country) | (Day/Month/Year filed) |
|---|----------------------|-----------|------------------------|
| <i>Yes</i> <input checked="" type="checkbox"/> <i>No</i> <input type="checkbox"/> | | | |

We claim the benefit under Title 35, United States Code, § 120, of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

This application is a continuation-in-part of U.S. Application No. 09/102,014, filed June 22, 1998, which is a continuation of U.S. Application No. 08/760,177, filed November 29, 1996, now U.S. Patent No. 5,811,144, which was a continuation of U.S. Application No. 08/481,983, filed June 7, 1995, now U.S. Patent No. 5,582,857, which was a continuation of U.S. Patent Application No. 08/208,908, filed March 11, 1994, now abandoned, and a continuation of U.S. Patent Application No. 08/003,516, filed January 12, 1993, now abandoned.

We appoint the following attorneys: James W. Kerr, Reg. No. 34,082; Paul Grandinetti, Reg. No. 30,754; and James L. Lewis, Reg. No. 24,732; to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected therewith and with any divisional, continuation, continuation-in-part, reissue or re-examination application, with full power of appointment and with full power to substitute an associate attorney or agent, and to receive all patents which may issue thereon, and request that all correspondence be addressed to:

Paul Grandinetti
Levy & Grandinetti
Suite 1401
1725 K Street, N.W.
Washington, D.C. 20006-1401

Telephone: (202) 429-4560

WE DECLARE that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Inventor's Declaration
Page 2

INVENTOR: Joseph Raymond Luc Bordeleau Citizenship: Canada

Inventor's signature: _____ Date: _____

Residence and Post Office Address:
1626 Jalna Boulevard
London, Ontario, Canada
N6E 3K7

INVENTOR: David John Hastings Citizenship: Canada

Inventor's signature: David J. Hastings Date: Dec 1/99

Residence and Post Office Address:
108 Hawthorne Road
London, Ontario, Canada
N6G 2W8

INVENTOR: Micheal Jerome McGarrity Citizenship: Canada

Inventor's signature: Micheal Jerome McGarrity Date: Nov 28th / 1999

Residence and Post Office Address:
189 Lorraine Avenue
London, Ontario, Canada
N6H 2G4

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Inventor's Declaration

Page 2

INVENTOR: Joseph Raymond Luc Bordeleau

Citizenship: Canada

Inventor's signature: John J. Schleifer

Date: 26-Nov-99

Residence and Post Office Address:

1626 Jalna Boulevard
London, Ontario, Canada
N6E 3K7

INVENTOR: David John Hastings

Citizenship: Canada

Inventor's signature: _____

Date: _____

Residence and Post Office Address:

108 Hawthorne Road
London, Ontario, Canada
N6G 2W8

INVENTOR: Micheal Jerome McGarrity

Citizenship: Canada

Inventor's signature: _____

Date: _____

Residence and Post Office Address:

189 Lorraine Avenue
London, Ontario, Canada
N6H 2G4

ASSIGNMENT

WHEREAS, WE, Joseph Raymond Luc Bordeleau, David John Hastings, and Michael Jerome McGarrity, are the beneficial owners or inventors of certain new and useful improvements relating to:

Title: **HOPPED MALT BEVERAGE HAVING ENHANCED LIGHT STABILITY**

(hereinafter referred to as the "Invention"), as fully set forth and described in the U.S. continuation-in-part patent application filed in the U.S. Patent and Trademark Office on September 17, 1999, as a utility application and assigned Application No. 09/ 397,934

AND WHEREAS WE have agreed to assign all of our rights, title, and interest in and to the Invention and in and to the U.S. applications and all and any foreign applications corresponding to the U.S. applications and all and any Letters Patent that may be obtained therefor in the United States of America, Canada, and all other countries to Labatt Brewing Company Limited (hereinafter referred to as the "Assignee");

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) paid to us by the Assignee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, we confirm that we have sold, assigned, and transferred, and by these presents sell, assign, and transfer to the Assignee, its successors and assigns, the whole right, title, and interest for the United States of America, Canada, and all other countries in and to the Invention and in and to the applications and all corresponding foreign applications and Letters Patent obtained therefor in the United States of America, Canada, and all other countries;

AND be it known that we authorize and empower the Assignee, its successors, assigns, and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for the Invention filed by the Assignee, the benefit of the right of priority provided by the International Convention for Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us, and we assign to the Assignee any and all rights we may have to claim such priority in any country from a corresponding U.S. patent application relating to the Invention;

AND WE consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and particularly in proof of the right of the Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

AND WE covenant and agree to do all such things and to execute without further consideration such further lawful documents, assurances, applications, and other instruments as may reasonably be required to obtain Letters Patent for the Invention and vest the same in the Assignee, its successors and assigns; and we authorize, appoint, and request our attorney of record to insert on this Assignment any further identification or to complete such identification which may be either necessary or desirable in order to comply the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, WE, the inventors, have set our hand and seal to this Assignment this

28th day of November 1999.

Witness

Elizabeth Vallance

Witness

Heather Pickering

Witness

Joseph Raymond Luc Bordeleau
1626 Jalna Boulevard
London, Ontario, Canada
N6E 3K7
Citizen of Canada

David J. Hastings

David John Hastings
108 Hawthorne Road
London, Ontario, Canada
N6G 2W8
Citizen of Canada

Michael Jerome McGarrity

Michael Jerome McGarrity
189 Lorraine Avenue
London, Ontario, Canada
N6H 2G4
Citizen of Canada

ASSIGNMENT

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Title: **HOPPED MALT BEVERAGE HAVING ENHANCED LIGHT STABILITY**

(hereinafter referred to as the "Invention"), as fully set forth and described in the U.S. continuation-in-part patent application filed in the U.S. Patent and Trademark Office on September 17, 1999, as a utility application and assigned Application No. 09/ 397,934

AND WHEREAS WE have agreed to assign all of our rights, title, and interest in and to the Invention and in and to the U.S. applications and all and any foreign applications corresponding to the U.S. applications and all and any Letters Patent that may be obtained therefor in the United States of America, Canada, and all other countries to Labatt Brewing Company Limited (hereinafter referred to as the "Assignee");

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) paid to us by the Assignee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, we confirm that we have sold, assigned, and transferred, and by these presents sell, assign, and transfer to the Assignee, its successors and assigns, the whole right, title, and interest for the United States of America, Canada, and all other countries in and to the Invention and in and to the applications and all corresponding foreign applications and Letters Patent obtained therefor in the United States of America, Canada, and all other countries;

AND be it known that we authorize and empower the Assignee, its successors, assigns, and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for the Invention filed by the Assignee, the benefit of the right of priority provided by the International Convention for Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us, and we assign to the Assignee any and all rights we may have to claim such priority in any country from a corresponding U.S. patent application relating to the Invention;

AND WE consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and particularly in proof of the right of the Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

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IN WITNESS WHEREOF, WE, the inventors, have set our hand and seal to this Assignment this

24 day of November 1999.


Witness



Joseph Raymond Luc Bordeleau
1626 Jalna Boulevard
London, Ontario, Canada
N6E 3K7
Citizen of Canada

Witness

David John Hastings
108 Hawthorne Road
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